

EXHIBIT 1-R



Contract Work Authorization (CWA) Change Order

This is Change Order ("CO") No. 1 to Contract Work Authorization No. 14260 dated February 22, 2019 (the "CWA") issued under and pursuant to the Blanket Agreement or Master Service Agreement No. C73 (formerly 4400011340) dated January 19, 2017 (the "MSA") between the below-named Contractor ("Contractor"), and Pacific Gas and Electric Company ("PG&E"), a California corporation with its headquarters located at 77 Beale Street, San Francisco, California 94105. Contractor shall perform all Work under this CWA, as amended by this Change Order, pursuant to and in accordance with the terms and conditions of the MSA.

Contractor's
Legal Name: KPMG, LLP

This Change Order consists of 2 pages.

Contractor's
Address: PO Box 120001
Dallas, TX 75312

Project Name:

Job Location: San Francisco and other various PG&E locations

CHANGES: The Parties hereby modify the Contract Work Authorization referenced above as follows:

1. The Total Value of the CWA is increased by \$4,605,000 from \$4,200,000 to new contract total of \$8,805,000
2. See attached Statement of Work
3. Your work under this Agreement is subject to the applicable procedures and/or processes approved by the Bankruptcy Court in PG&E's bankruptcy proceeding (Bankruptcy Case No. 19-30088 (DM)) in the United States Bankruptcy Court, Northern District of California, San Francisco Division for the retention of counsel [outside professionals] and those procedures and processes are expressly incorporated herein, as they may be changed from time to time by the Bankruptcy Court.

ATTACHMENTS: The following are attached to this CWA Change Order and incorporated herein by this reference.

PRICING CHANGES:	Previous Total CWA Value:	\$4,200,000
	Addition or Deduction:	\$4,605,000
	Revised Total CWA Value:	\$8,805,000

All other terms and conditions of the CWA, as it may have been amended by previous CWA Change Order(s), if any, shall remain the same.

THE PARTIES, BY SIGNATURE OF THEIR AUTHORIZED REPRESENTATIVES, HEREBY AGREE TO THE TERMS OF THIS CWA CHANGE ORDER.

PACIFIC GAS AND ELECTRIC COMPANY		CONTRACTOR: KPMG, LLP	
Signature		Signature	
Name	Sumeet Singh	Name	Geno Armstrong
Title	Vice President, Asset, Risk Management & Community Wildfire Safety	Title	Principal
Date	9/12/19	Date	9/13/2019



Contract Work Authorization No. 14260
CWA Change Order No. 1
Page 2 of 2

ADMINISTRATION			
PG&E Negotiator	Matt Pender	Contractor Representative	
Phone	(415) 973-3604	Phone	
Email:	MTPa@pge.com	Email:	
Accounting Reference	Invoices should be sent to PG&E Law Department Finance Group, P. O. Box 7133, San Francisco, CA 94120 or emailed to GenICnsLawPaymentProcessingGroup@pge.com.		

INTERNAL PG&E USE ONLY			
Distribution Date			
Distribution of Copies:	<input type="checkbox"/> Document Services (Signed Original Copy) Mail Code N5D 245 MARKET ST., SAN FRANCISCO	<input type="checkbox"/> Contractor (Signed Original Copy)	
	<input type="checkbox"/> Work Supervisor	<input type="checkbox"/> Manager	
	<input type="checkbox"/> Invoice Approver	<input type="checkbox"/> Supervisor	
	<input type="checkbox"/> V.P.	<input type="checkbox"/> Sourcing/ Purchasing	
	<input type="checkbox"/> Director	<input type="checkbox"/> Law	

PG&E BILLING REQUIREMENTS AND PROCEDURES

Billing Requirements:

1. We agree to reimburse you for your out-of-pocket expenses at your actual net cost. All disbursements (including lodging, travel, out-of-pocket copying service, transcripts, and the like) must be included with your statements with supporting documentation for all lodging and travel expenses (other than nominal amounts) and for each individual item the cost of which is \$75.00 or greater.
2. All expenses shall be reasonable, ordinary, actual net cost incurred and paid by you. All expenses shall be billed at cost. Please note that air travel must be at coach rates and all rental car costs must be at subcompact rates unless otherwise expressly authorized in writing. We agree that expenses for lodging, meals, and transportation shall be at reasonable rates and that you will exercise prudence in incurring such expenses. Mileage will be paid at the Internal Revenue Service's current year approved standard rate.
3. Normal overheads shall be considered a bundled component of your hourly fees and not charged or invoiced to PG&E. If any such charge appears, we will automatically deduct it from your invoice. Normal overheads for purposes of this Contract are secretarial services, administrative, library services, clerical support, office supplies, postage, routine office copying, telecopying or "fax," local telephone, filing, file indexing, bill preparation, staff overtime, word processing, and meals or snacks (unless while travelling or otherwise approved in advance).
4. When photocopying jobs, other than routine office copying, are required, you must use the least expensive service available. In any event, we will pay no more than \$0.10 per page other than for unusually sized documents or color photocopying. Any job, whether by you, a vendor, or a service, exceeding \$1,000 requires advance approval confirmed in writing.
5. Travel time shall not be considered as actual time worked unless approved, in advance. In the event you or your employee works during travel time, such efforts shall not be considered travel time for the purpose of this Contract. Air travel time shall be billed at one-half the hourly rate of straight time rates unless you work during air travel.

Billing Procedures:

In order to process your statements, PG&E must have the following information with *every* monthly statement:

1. A cover summary sheet on your letterhead that includes:
 - Your remittance address if different than your letterhead address;
 - Your taxpayer ID number;
 - The project name

- The calendar period covered by the statement; and,
- A summary statement of the professional fees and disbursements together with the invoice total.

2. A separate statement of supporting detail on your letterhead with:

- The project name;
- Name and job title of each worker on each date work is done;
- Time worked on each date work is done, separated by function;
- Description of work done on each date;
- Hourly rates for each worker;
- Disbursements;
- Total amount billed; and,
- Display your approved annual budget and how much you have spent to date for the current calendar year, and how much you have spent on a cumulative basis since work began.

3. Additional materials to include with your statement:

- You should attach receipts or other documentation for individual items costing \$75 or greater, including photocopying and lodging.